

Colorado State University Digital Repository – Deposit Agreement

I hereby grant to The Board of Governors of the Colorado State University System acting by and through Colorado State University (hereafter, Colorado State University) the non-exclusive, perpetual right to use the digital Work for noncommercial use. Such right shall include, but not be limited to, the right to: electronically view and display the digital assets, including display in classrooms; federate and incorporate the digital assets into databases containing other digital assets; electronically store, archive, copy, distribute or convert the digital assets for preservation purposes and to ensure future accessibility; and enrich and/or migrate to compatible formats the digital assets to enhance the digital repository's service capacity. This agreement does not represent a transfer of copyright to Colorado State University. The Colorado State University will not make any alteration or derivative work, other than as allowed by this agreement, to the Work.

I represent and warrant to the Colorado State University that the Work is my original work or that I am authorized by the copyright holder to submit the Work to the repository. I also represent that the Work does not, to the best of my knowledge, infringe or violate any rights of others. I further represent and warrant that I have obtained all necessary rights to permit the Colorado State University to reproduce and distribute the Work and that any third-party owned content is clearly identified and acknowledged within the Work. I will notify the digital repository within 30 days if rights to deposit the Work are reassigned.

Further, I hereby indemnify and hold harmless The Board of Governors of the Colorado State University System and Colorado State University, and their members, officers, agents, employees, and any other persons or entities acting on their behalf, against any and all claims, demands, and causes of action whatsoever, arising from reliance upon the above stated representations and warranties or retention, performance, use, reproduction or distribution of the work.

By granting this license, I acknowledge that I have read and agreed to the terms of this agreement and all related Colorado State University and digital repository policies.

This agreement will be interpreted and governed in accordance with applicable Federal law and the laws of the State of Colorado.

I accept the terms and conditions of this agreement.

Name

Phone no.

Email address

Date

Levels of Electronic Distribution

Please choose **one** of the following:

1. Release the entire work immediately for access worldwide.

This is the level recommended. It should be noted that this option may be viewed by some book or journal publishers as publishing the work. They may see a conflict with this level of distribution of the thesis or dissertation.

2. Release the entire work for Colorado State University access only for 1 year.

The second option is to make the ETD freely available only to computers at the CSU campus. This option addresses situations such as when a book or article is planned, and the book or journal publisher is concerned that prior publishing through a digital repository will negatively impact on sales. After the selected time has passed, the ETD will be released worldwide.

3. Secure the entire work for patent and/or proprietary purposes for 1 year.

During this period the copyright owner also agrees not to exercise her/his ownership rights, including public use in works, without prior authorization from Colorado State University.